



TERMS AND CONDITIONS OF USE OF THE PATHÉ LIVE ACCOUNT (PRO SPACE)

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Version September 2024.

Article 1 - Presentation et Definitions

1.1 Presentation

The Pathé Live Pro Space (hereinafter "Pathé Live Pro Space") is managed by Pathé Live, a simplified joint-stock company with a capital of 45,000 euros, registered with the Paris Trade and Companies Register under number 439 778 226, with its head office located at 1 rue Meyerbeer – 75009 Paris, France, (hereinafter "Pathé Live"). The Pathé Live Pro Space is exclusively reserved for professionals: cinema operators, journalists, and teachers. It allows its holder (hereinafter "Professional") to manage their personal information, and access communication material and educational resources on Pathé Live events on the website "www.pathelive.com" (hereinafter the "Site"). For more information, the Professional is invited to consult the General Terms of Use of the Site.

1.2 Définitions

"Terms and Conditions of Use" or "T&Cs": refers to the present terms of use of the Pathé Live Account made available in a dedicated section of the Site, describing the methods of creation and use of the Pathé Live Account. "Professional": refers to the internet user holding a Pathé Live Pro Space. The Professional can only be a cinema operator, a journalist, or a teacher.

Article 2 – Purpose, Acceptance, and Modification of the T&Cs

2.1 Purpose

The T&Cs aim to describe the various methods of creation and use of the Pathé Live Pro Space.

2.2 Acceptance and Entry into Force

The T&Cs are deemed to enter into force from the moment the Professional creates their Pathé Live Pro Space following their acceptance of the T&Cs.

The creation and the use of the Pathé Live Pro Space are therefore subject to the Professional's acceptance and compliance with these T&Cs.

The applicable T&Cs are those agreed upon by the Professional at the time of creating their Pathé Live Pro Space or those accepted and/or communicate during modifications or updates.

The Professional undertakes to read the T&Cs carefully when creating their Account and is encouraged to download, print, and retain a copy.

2.3 Modification

The T&Cs may be modified and updated by Pathé Live at any time, particularly to adapt to legislative or regulatory developments.

If one of the clauses of these T&Cs is null due to a change in legislation, regulation, or by a court decision, this will not in any way affect the validity and compliance of the other clauses of the T&Cs.

Modifications that do not significantly affect the rights or obligations of the Professional (such as minor adjustments, corrections, or technical changes) do not require explicit acceptance by the Professional. These modifications will take effect upon their online publication. Any substantial modification of the T&Cs, liable to significantly impact on the rights or obligations of the Professional, will be subject to prior notification. The Professional will be invited to accept these modifications explicitly before continuing to use the services. Substantial modifications will take effect on the date indicated in the notification sent to the Professionals. Professionals will be informed of substantial updates by an electronic message sent to the email address associated with their Pathé Live Pro Space or via a notification on their Pathé Live Pro Space interface. In case of rejection of substantial modifications, the Professional may delete their Pathé Live Pro Space.

Article 3 - Creation of the Pathé Live Pro Space

3.1 Methods of Creation of the Pathé Live Pro Space

The creation of a Pathé Live Pro Space is reserved for Professionals. Pathé Live reserves the right to request at any time



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any document to justify the identity of the person, especially in case of namesakes or multiple accounts assigned to the same identifier. To create their Pathé Live Pro Space, the Professional must fill out the dedicated form and provide:

- A valid email address;
- A password;
- Title;
- First name and last name;
- A phone number;
- Name of the establishment (optional for teachers and journalists).

Once the creation of the Pathé Live Pro Space is completed, a registration confirmation is sent by email to the address provided during registration.

3.2 Authentication Information

The Professional's identifier for accessing their Pathé Live Pro Space is the email address provided at the time of creation. When creating their Pathé Live Pro Space, the Professional is asked to choose and provide a password that complies with the Site's security requirements. It is recommended to choose a password dedicated to the Pathé Live Pro Space and not to reuse a password used on another site. Thus, in case of disclosure of a dedicated password, only the concerned service will be impacted. A password should not be easily guessable. Therefore, it is advisable not to include common words (e.g., "password"), logical sequences of characters (e.g., "1234"; "abcd"; "azerty"), or personal information identifying the Professional, such as name, first name, and date of birth.

Article 4 – Use of the Pathé Live Pro Space and Responsibility

4.1 Security of the Pathé Live Pro Space

The Professional is solely responsible for any loss and/or damage resulting from incomplete or misleading registration. The identifier and password are strictly personal, and the Professional is solely responsible for maintaining their confidentiality. They must ensure that no one else uses them. Actions taken through the Pathé Live Pro Space will be attributed to the Professional. Pathé Live must be immediately informed of any unauthorized (suspected or actual) use of Pathé Live Pro Space, any (suspected or actual) security breach, including loss, theft, or accidental disclosure of their identifier and password. The Professional must then reset their password to secure their Pathé Live Pro Space. In any event, Pathé Live cannot be held liable for any activity occurring at the Pathé Live Pro Space. As such, the Professional undertakes to use the Pathé Live Pro Space in accordance with the provisions outlined in the T&Cs. If not, Pathé Live reserves the right to suspend or delete the Professional's Pathé Live Pro Space.

4.2 Duration of the Pathé Live Pro Space

The Pathé Live Pro Space remains active until its deletion under the conditions specified below: The Professional may request the deletion of their Pathé Live Pro Space at any time from their account by using the "request deletion of my account" feature, subject to being logged into their Pathé Live Pro Space. Pathé Live will deactivate the Pathé Live Pro Space and send the Professional an email confirming the closure of their Pathé Live Pro Space. Pathé Live reserves the right to close a Pathé Live Pro Space in case of violation of any of the prohibitions mentioned below:

- Actions contrary to the provisions of the Intellectual Property Code, particularly those mentioned in the "Intellectual Property" section of these;
- Use of the Pathé Live Pro Space for commercial purposes;
- Failure to comply with any obligations incumbent upon them under these T&Cs;
- Suspicion of fraud.

4.3 Accessibility and Availability of the Pathé Live Pro Space

Pathé Live cannot be held liable in case of:

- Inability of the Professional to access their Pathé Live Pro Space due to any malfunction, especially of a technical and/or IT nature;
- In case of service maintenance;
- In case of force majeure, that is, in the event of the occurrence of an event presenting the characteristics of force majeure, as defined by French legislation and case law, making it impossible to maintain access to the Pathé Live Pro Space;
- Damage or alteration suffered by the Professional concerning one of their IT equipment following the use of their Pathé Live Pro Space and/or the Site(s) intended for this purpose.

In all these cases, the Professional cannot claim any reimbursement or compensation of any kind.

Article 5 – Personal Data

Pathé Live may collect personal data relating to the Professional, notably when creating their Pathé Live Pro Space. Pathé Live undertakes to comply with the applicable regulations on the protection of the Professional's personal data, notably the European General Data Protection Regulation 2016/679 of April 27, 2016 (GDPR) and the French Data Protection Act. The Professional has the right to access, rectify, portability, delete and limit the processing of their data, which they can exercise by sending a written request to Pathé Live via the contact form accessible on our Site(s) (the "Contact Us" link available at the bottom of the page), subject to being logged into their Pathé Live Account, or by mail to the following address: DPO



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PATHE, 1 rue Meyerbeer 75009 Paris (France). The Pathé Live data protection officer is available for any request at the email address: dpo@pathe.fr. If the Professional believes that Pathé Live has not processed their data in accordance with data protection regulations, they have the right to file a complaint with the CNIL: <https://www.cnil.fr/fr/plaintes>. For more information on the processing of personal data, the User is invited to consult the "Data Protection Charter" accessible on the Site: <https://www.pathelive.com/policy>.

Article 6 – Applicable Law, Jurisdiction

These T&Cs and the relationship between the Professional holding the Pathé Live Pro Space and Pathé Live are subject to French law, and any dispute arising from or in connection with these will be subject to the competent French courts. Any dispute arising during their validity, acceptance, execution, non-execution, or interpretation will first be subject to an attempt to reach an amicable agreement.